

Privacy Policy

By accessing or otherwise interacting with our servers, services, websites, mobile app ("App"), or any associated content/postings (together, "Komshu"), you ("User") agree to these Terms of Use ("TOU") (last updated March 22, 2023). Komshu may modify the TOU at any time in its sole discretion. Komshu is committed to protecting the information of those who registers. This Privacy Policy describes Komshu's privacy practices regarding such information.

INFORMATION COLLECTED

Registration information:

- When user registers with the app, user will be asked for basic registration information, such as an email address, full name, phone number.

Location information

- Komshu collects location information to provide the user a best nearby available items.

HOW KOMSHU DISCLOSE PERSONAL INFORMATION

Komshu will not, without your permission, sell, publish, or share Personal Information to third parties for their marketing or other purposes, except that Komshu reserves the right to share or disclose Personal Information (1) with regulatory, governmental or law enforcement authorities to respond to subpoenas, court orders, or legal process, (2) to investigate, prevent, defend against, or take other action regarding violations of our mobile app, illegal activities, suspected fraud, or situations involving potential threats to the legal rights or physical safety of any person or the security of our network, Sites or Services, (3) to respond to claims that any posting or other content violates the rights of third parties, (4) in an emergency, to protect the health and safety of our system's users or the general public, or (5) as otherwise required by any applicable law.

CHANGES TO PERSONAL INFORMATION

User may access, review, and update much of the information user have submitted to us at any time via the mobile app.

User may choose to close or request that we delete your account for the Service at any time

Komshu retains Personal Information as long as necessary to provide the services user has requested. Additionally, Komshu may retain Personal Information to comply with law, prevent fraud, resolve disputes, trouble shoot problems, enforce our Terms of Use, and as permitted by applicable law.

USE OF THE APP

To the full extent permitted by law, Komshu makes no promises, warranties, or representations of the items listed on the app, including its completeness, accuracy, availability, safety, timeliness, propriety, security or reliability. Any item posted on Komshu is provided an "AS IS" and "AS AVAILABLE" basis and any risk of using Komshu is assumed by the User.

Unless licensed by us in a separate written or electronic agreement, user agrees not to use or provide software (except our App and general purpose web browsers and email clients) or services that interact or interoperate with Komshu, e.g. for downloading, uploading, creating/accessing/using an account, posting, flagging, emailing, searching, or mobile use. User agrees not to copy/collect Komshu content via robots, spiders, scripts, scrapers, crawlers, or any automated or manual equivalent (e.g., by hand). Misleading, unsolicited, and/or unlawful postings/communications/accounts are prohibited, as is buying or selling accounts.

User agrees to utilize Komshu users to ONLY to communicate about sharing food and clothing items. User agrees NOT to post content that is prohibited by any of Komshu's policies or rules referenced above ("**Prohibited Content**" listed below). User agrees not to abuse Komshu's flagging or reporting processes. User agrees not to collect user information or interfere with Komshu. User agrees Komshu may moderate access/use in its sole discretion. User agrees (1) not to bypass said moderation, (2) Komshu is not liable for moderating or not moderating, and (3) nothing Komshu say or do waives our right to moderate. Unless licensed by Komshu in a separate written or electronic agreement, User agrees not to (i) rent, lease, sell, publish, distribute, license, sublicense, assign, transfer, or otherwise make available Komshu or our application programming interface ("API"), (ii) copy, adapt, create derivative works of, decompile, reverse engineer, translate, localize, port or modify the App, or any software used to provide Komshu, (iii) combine or integrate Komshu or the API with any software, technology, services, or materials not authorized by Komshu, (iv) circumvent any functionality that controls access to or otherwise protects Komshu or the API. User agrees not to use Komshu or the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

PROHIBITED CONTENT

Partial list of goods, services, and content prohibited on Komshu app are as follows:

- weapons; firearms/guns and components; BB/pellet, stun, and spear guns; etc
- ammunition, clips, cartridges, reloading materials, gunpowder, fireworks, explosives
- offers, solicitation, or facilitation of illegal prostitution and/or sex trafficking
- exploitation or endangerment of minors; child pornography
- recalled items; hazardous materials; body parts/fluids; unsanitized bedding/clothing
- prescription drugs, medical devices; controlled substances and related items
- alcohol or tobacco; unpackaged or adulterated food or cosmetics
- pet sales (re-homing with small adoption fee ok), animal parts, stud service
- endangered, imperiled and/or protected species and any parts thereof, e.g. ivory
- false, misleading, deceptive, or fraudulent content; bait and switch; keyword spam
- offensive, obscene, defamatory, threatening, or malicious postings or email
- anyone's personal, identifying, confidential or proprietary information
- food stamps, WIC vouchers, SNAP or WIC goods, governmental assistance
- stolen property, property with serial number removed/altered, burglary tools, etc
- ID cards, licenses, police insignia, government documents, birth certificates, etc
- US military items not demilitarized in accord with Defense Department policy
- counterfeit, replica, or pirated items; tickets or gift cards that restrict transfer
- lottery or raffle tickets, sweepstakes entries, slot machines, gambling items

- spam; miscategorized, overposted, cross-posted, or nonlocal content
- postings or email the primary purpose of which is to drive traffic to a website
- postings or email offering, promoting, or linking to unsolicited products or services
- affiliate marketing; network, or multi-level marketing; pyramid schemes
- any good, service, or content that violates the law or legal rights of others